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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 11th May, 2023

No. LD-2023/5271.—In exercise of the powers conferred by sub-section (3) of Section 3 of the National Security Act, 1980, the Administrator, Union Territory, Chandigarh, hereby directs, the District Magistrate, Chandigarh, to make orders, directing any person to be detained under the said Act, with a view to preventing him/her from acting in any manner prejudicial to the security of the State or from acting in any manner prejudicial to the maintenance of public order or from acting in any manner prejudicial to maintenance of supplies and services essential to the community.

This Notification shall remain in force for a period of three months, with effect from 26.05.2023.

DHARAM PAL , I.A.S.,
Adviser to the Administrator,
Union Territory, Chandigarh.

Signature Not Verified
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Jalinder Kumar
Date: 2023.05.11
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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2023

No. 13/1/9966-HII(2)-2023/5813.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 14/2020 dated 14.03.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PARDEEP KUMAR, AGED 34 YEARS, S/O LATE SHRI NARDEV SINGH,
R/O VPO BARNOTI, TEHSIL & DISTRICT KATHUA (J&K). (Workman)

AND

1. RELIANCE GENERAL INSURANCE CO. LTD., HAVING ITS REGISTERED OFFICE AT 4TH FLOOR CHONTAMANI AVENUE, OFF WESTERN EXPRESS HIGHWAY, NEAR VIRMANI INDUSTRIAL ESTATE, GOREGAON, EAST MUMBAI THROUGH ITS MANAGING DIRECTOR/CEO/AUTHORISED PERSON.
2. RELIANCE GENERAL INSURANCE CO. LTD., HAVING ITS REGISTERED OFFICE AT 4TH FLOOR CHONTAMANI AVENUE, OFF WESTERN EXPRESS HIGHWAY, NEAR VIRMANI INDUSTRIAL ESTATE, GOREGAON, EAST MUMBAI THROUGH ITS HR HEAD/MANAGER/AUTHORISED PERSON.
3. RELIANCE GENERAL INSURANCE CO. LTD., HAVING ITS REGISTERED OFFICE AT SCO NO. 145-146, SECOND FLOOR, SECTOR 9-C, MADHAYA MARG, CHANDIGARH THROUGH ITS MANAGER/DEPUTY MANAGER/ASSISTANT MANAGER LEGAL CLAIMS.
4. RELIANCE GENERAL INSURANCE CO. LTD., HAVING ITS REGISTERED OFFICE AT SCO NO. 145-146, SECOND FLOOR, SECTOR 9-C, MADHAYA MARG, CHANDIGARH THROUGH MR. AMIT CHAWLA, DEPUTY MANAGER LEGAL CLAIMS. (Management)

AWARD

1. Pardeep Kumar, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the applicant-employee (*hereinafter referred as 'claimant-workman'*) had joined Reliance General Insurance Company Limited (*hereinafter referred as 'insurance company'*) on 04.01.2016 vide his appointment letter dated 04.01.2016. The claimant-workman was posted at North Service Centre, Chandigarh and was designated as Senior Executive, Legal Claims with the management. The insurance company offered a total package of ₹3.50 lacs per annum to the claimant-workman, thereby giving a monthly salary of ₹ 29,000/- per month. The claimant-workman initially started his career as a retainer Advocate with Shriram Transport Finance Company Limited and worked there satisfactorily and thereafter, joined Viom Networks Limited, Mohali. Thereafter, the claimant-workman availed an opportunity to work with Muthoot Finance Limited having its regional office at Sector 35-B, Chandigarh. The claimant-workman was designated as Assistant Manager (Legal). The claimant-workman worked satisfactorily in Mathoot Finance Limited. There was not even a single dispute with all the previous organisations whereby the claimant-workman worked in. The claimant-workman worked with the management / insurance company and gave his 100% so that the management is happy and satisfied with the professional efficiency and for gaining his 100%, the complainant worked with the management insurance company from 9:30 A.M. to 9:00 P.M. It was foretold to the management insurance company that the claimant-workman has to perform his marriage in Jammu and for which he would require leave and the authorised HR Executive of the management insurance company gave their consent to the request of the claimant-workman. On trust, the claimant-workman joined the management insurance company on 04.01.2016 at Chandigarh. The claimant-workman worked up to the satisfaction of his seniors and reporting Manager as it was his probation

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period and he even worked from 9:30 to 9:00 P.M. On 23.02.2016 the claimant-workman for his marriage gave intimation in writing to his reporting Manager Mr. Amit Chawla through his official e-mail Id. mentioning therein that the claimant-workman will be on leave from 24.02.2016 to 25.03.2016. The claimant-workman immediately after the expiry of leave period for his marriage came to Chandigarh for rejoining his duties on 25.03.2016 and it was declared official holiday on 26.03.2016 i.e. Saturday. The claimant-workman when came to office on 28.03.2016 for rejoining his duties and sharing his happy moments handed over the boxes of sweets to the Peon for distribution among the staff members and other employees of the company, the reporting Manager Mr. Amit Chawla (management No.4) stopped the Peon from distribution of sweets to employees and starting abusing, insulting, humiliating the claimant-workman in front of all the staff members and yelled "your services have been terminated and you are no more in the service". The claimant-workman when listened the words of management No.4, got shocked and when into depression. The claimant-workman was on marriage leave w.e.f. 24.02.2016 to 25.03.2016 and he received an email from the company HR department regarding unauthorised absence from duty to his personal email (kumarpardeep1000@yahoo.in). On 17.03.2016 and thereafter on 21.03.2016, the HR Department had terminated the services of the claimant-workman and have also sent termination letter No.RGICL/1617/0001 dated 15.04.2016 to the residential address of the claimant-workman whereby the managements have invoked clause 4 of the appointment letter dated 04.01.2016 wherein during the probation period, "your services are liable for termination by giving notice of 15 days or payment in lieu thereof". From the very inception of the date of joining the management insurance company, management No.4 started harassing and dominating the claimant-workman and also forced the claimant-workman to work even much beyond the working hours which was in violation of Labour Laws and Rules. The claimant-workman being aggrieved from the acts and conduct of management No.4, the Reporting Manager, continued going office after the serious episode of 28.03.2016. Thereafter, the claimant-workman moved the email concerning his grievance to the CEO, who later forwarded the same to HR department for further action but they failed to redress the grievance of the claimant-workman. Again the claimant-workman moved letters to the Grievance Cell, HR Manager, CEO, Chief Managing Director and Legal Head at the insurance company's Head Office Mumbai vide postal receipt dated 31.03.2016. The higher authorities did not pay any kind of heed to the genuine request of the claimant-workman and the claimant-workman was totally broken due to his termination given by his employer as he was newly married and was burdened with another responsibility of his wife along with liability of rental accommodation at Chandigarh. The managements neither served any show cause notice nor any opportunity of being heard was even provided to the claimant-workman. On first week of April 2016, the management No.4 Amit Chawla had come to office after attending his meeting at Mumbai and the claimant-workman was at the same time also entered the office at Chandigarh as soon as the claimant-workman entered the office, he was, on the directions of management No.4 Amit Chawla, restrained by Security Guard from entering the office and also by DM Sumit Kalra and when the claimant-workman tried to verify the same he was manhandled and threatened to face dire consequences, humiliated in front of the office bearers, openly and publically defamed and was even warned by management No.4 Amit Chawla that he will not let the claimant-workman to join any organisation in future. Further in this context an e-mail dated 06.04.2016 was moved to the managements in respect of manhandling, restraining by the officials of the management insurance company. The management remained adamant and did not pay any attention to this serious matter. Being aggrieved from the conduct of the management-employer, the claimant-workman had no other option except to move police complaint to SP, Chandigarh (Sector 3), on 02.05.2016 and which was later forwarded to Police Station, Sector 8, Chandigarh. The police recorded the statement of the claimant-workman and based upon which a DDR No.031 dated 24.05.2016 was registered against the management No.4 under Section 506 IPC for causing criminal intimidation and forcibly terminating the claimant-workman from the company. Being aggrieved from this the claimant-workman had no other option except to move the Court i.e. the claimant-workman approached the office of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh and moved a demand dated 05.02.2019 and based upon which notice on 14.02.2019 to all the managements of the insurance company were issued and were directed to meet on 26.02.2019 to Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh but they all failed to put their appearance for preliminary conciliation meeting fixed for compromise on 14.02.2019. In this context, a detailed report framed by the Assistant Labour Commissioner-cum-Conciliation Officer vide office Memo No.3785 dated 19.09.2019 whereby it was observed "no amicable settlement has been possible during the course of conciliation within the stipulated time period, as all the parties remained adamant and firm on their stands." The claimant-workman was married on 10.03.2016

and had come to Chandigarh for joining his duties but on account of conspiracy hatched by management No.4 Mr. Amit Chawla, the claimant-workman was terminated from his services due to which his wife got mentally shocked and their marital relations got broken and the wife of claimant-workman left his association and came to her parental home at Jammu and till date she has not come to her matrimonial home and has also filed various litigations against the claimant-workman. The life of claimant-workman has been destroyed due to termination given by the managements. Moreover, the claimant-workman is the bread earner of his family and his aged & ailing mother is totally dependent upon him. His mother is suffering diabetes. In addition to this, his younger brother is also dependent upon him as the father had been expired in 2004. Due to termination the claimant-workman has not been able to pick up a suitable job till date and facing starvation, great mental agony and depression. The claimant-workman has also recorded an audio conversation with HR Head which could substantiate that management No.4 had hatched conspiracy to achieve termination of claimant-workman. Due to illegal acts and conduct of the managements, the claimant-workman had suffered financially, physically, mentally and emotionally which has ruined his career and life. It has also resulted into various matrimonial litigations or disputes. The dispute has arisen at Chandigarh office and also the termination given, falls within the purview of ID Act and this Court has jurisdiction to entertain and decided the present case. Prayer is made that termination of the claimant-workman may be set aside. The claimant-workman may be reinstated into service with back wages along with interest at the rate of 18% per annum from the date of termination, litigation expenses and compensation for harassment to the tune of ₹ 10 Lacs may be granted in favour of the claimant-workman in the largest interest of justice.

3. On notice, management No.1 to 4 contested the claim statement by filing written reply on 12.07.2021 wherein the preliminary objections are raised on the ground that claim statement is misconceived and without any merits. The claimant-workman has concealed material facts from this Court and has approached the Court with unclean hands. The management is having its branch office in Sector 9, Madhya Marg, Chandigarh and is into the business of providing general insurances, the claimant-workman is not covered under the definition of 'workman'. Reference is made to the appointment letter dated 04.01.2016, as per which the claimant-workman was appointed on probationary basis as a Senior Executive Legal Claims and was to undertake managerial functions as detailed in Clause 7(i) of the letter of appointment. The management is not covered under the definition of 'industry'. As such, the claim statement is liable to be dismissed being not maintainable. The claimant-workman has not completed 240 days in a year so as to entitle him to claim relief under the ID Act. The claimant-workman was appointed by virtue of appointment letter dated 04.01.2016. The appointment was to be confirmed only after his successfully completing period of six months, as incorporated in Clause 4 of the appointment letter. The present dispute at the best is a contractual dispute and cannot be termed as an industrial dispute. As such, the present claim statement is liable to be dismissed. The claimant-workman claims that he has been wrongly terminated and has prayed for reinstatement along with back wages whereas the present claim statement has been filed on 30.01.2019 and as per own case of the claimant-workman his services stood terminated vide letter dated 15.04.2016, thus, the present claim statement is hit by delay & laches and the claimant-workman cannot be ordered to be reinstated with back wages as prayed for. The claimant-workman has concealed material facts and is guilty of forum shopping in as much as the claimant-workman in order to pressurise the management to accede to his illegal demands, had filed a police complaint alleging manhandling and raising serious allegations against the official of the management company. However, after the detailed reply was filed before the Investigating Officer, the complaint was ordered to be filed being not maintainable. The claimant-workman is not worthy of any relief from this Court as he has failed to justify his gross negligence and in-disciplined behaviour right from the date of absconding from his work i.e. 24.02.2016 to till date of filing of the present claim statement. The fact remains that the claimant-workman had offered vide letter dated 17.12.2015 to the management-company for being appointed in the company. As per the rules of the insurance company, the claimant-workman was appointed vide appointment letter dated 04.01.2016 on a probation of six months. The claimant-workman was to be confirmed only after successful completion of six months of probation period, that too, to the satisfaction of the management insurance company. After working from 04.01.2016 to 23.02.2016 the claimant-workman abruptly without seeking the prior consent / approval of the employer proceeded on leave on 24.02.2016. The claimant-workman was issued letters seeking his explanation, however, the claimant-workman failed to give any plausible explanation of proceeding on leave without any approval of the competent authority. The claimant-workman claims that he had applied for a leave from 24.02.2016 to 25.03.2016 on the pretext that he was to get married. However, the said leave was

not approved as only after 1 ½ month of his employment, he without taking approval from the competent authority could not proceed for a leave that too for a period of one month. The default on the part of the claimant-workman was found to be wilful, intentional and un-condonable, as such termination of the claimant-workman was ordered vide letter dated 15.04.2016. Previously an application before the Assistant Labour Commissioner-cum-Conciliation Officer at Chandigarh was filed by the claimant-workman to which the managements have filed a reply.

4. Further on merits it is stated the facts that the claimant-workman had joined Reliance General Insurance Company Limited on 04.01.2016 vide his appointment letter dated 04.01.2016 and was posted at North Service Centre, Chandigarh and was designated as Senior Executive, Legal Claims with the management and that the insurance company offered a total package of ₹ 3.50 lacs per annum to the claimant-workman, thereby giving a monthly salary of ₹ 29,000/- per month are replied being matter of record. The previous employments of the claimant-workman with Shriram Transport Finance Company Limited, Viom Network Limited, Mohali and Muthoot Finance Limited, Sector 35, Chandigarh are denied for want of knowledge. It is denied that the claimant-workman was efficient and used to work from 9:00 a.m. to 9:30 p.m. There is a procedure for availing the leave and within the second month of employment no employee can be granted leave that too for a period of one month. The leave was not sanctioned as such the claimant-workman without caring for rejection of his leave, proceeded on leave at his own perils. The forwarding of leave does not make any difference, it has to be approved by the competent authority, which in the present case was not approved. The claimant-workman is blaming the managements for his own misconduct and cannot be excepted to leave the job and come back as per his own convenience. It is denied that the claimant-workman was humiliated or insulted. The services of the claimant-workman were rightly terminated on account of un-condonable, misconduct on his part. The claimant-workman started writing poison ink mails against the officials of the management insurance company just to cause them harassment and to pressurise them to accept his illegal demands. The sole motive of writing the letter to the higher officials of the insurance company was to harass the Reporting Manager and call bad names to him in the eyes and esteem of his superiors. Since the letter addressed were motivated and the conduct of the claimant-workman itself amounted to insubordination, as such, there was no necessity to respond to the letters written by him. The claimant-workman was not entitled for any show cause notice being under probation and had worked only for a period of 50 days after his employment on probation basis and did not respond to the mails which were sent after his request for leave was turned down. Further the claimant-workman starting misbehaving with his colleagues and seniors and started writing emails to the higher officers which caused lot of stress and disrupted the business of the insurance company as such the services of the claimant-workman were terminated vide letter dated 06.04.2016 by giving 15 days salary in lieu of notice. There was no occasion in favour of the claimant-workman to file any complaint before the police authority and the same sole done with a motive to put unnecessary, illegal pressure upon the managements to accede to his illegal demands. However, upon the conducting inquiry on the complaint of the claimant-workman, the complaint was ordered to be filed. The fact that the claimant-workman raised demand notice and the conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer failed is replied being matter of record. Rest of the contents of claim statement are denied and wrong except para 24, which is replied in a formal manner being legal and prayer is made that the claim statement may be dismissed with cost being not maintainable.

5. The claimant workman filed rejoinder wherein the contents of the written reply except admitted facts of the claim statement are denied as wrong and averments of claim statement are reiterated.

6. From the pleadings of the parties, following issues are framed vide order dated 20.09.2021 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether Shri Pardeep Kumar is not a 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the management did not falls under the definition of 'industry' ? OPM
4. Relief.

7. In evidence, the claimant-workman Pardeep Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents mark 'A/1' to Mark 'A/9'.

Mark 'A/1' is copy of appointment letter dated 04.01.2016.

Mark 'A/2' is hard copy of email dated 23.02.2016 sent by claimant-workman to Amit Chawla, RGI Legal Claims seeking leave from 24.02.2016 to 25.03.2016 on account of his marriage to be solemnized on 10.03.2016 and ring ceremony being organised on 25.02.2016.

Mark 'A/3' is copy of the letter dated 15.04.2016 whereby the management insurance company terminated the claimant-workman from employment w.e.f. 21.03.2016.

Mark 'A/4' is hard copy of email dated 30.03.2016 sent by claimant-workman to CEO of management company relating to the subject of harassment being experienced from Mr. Amit Chawla, Reporting Manager Legal Claims, RGICL, Chandigarh.

Mark 'A/5' is copy of letters addressed from Pradeep Kumar to Employee Redressal Grievance Cell, RGICL, Mumbai, HR Manager, RGICL, Mumbai, CEO, RGICL, Mumbai, CMD, RGICL, Mumbai, Legal Head, RGICL, Mumbai relating to the subject of harassment being experienced from Mr. Amit Chawla, Reporting Manager Legal Claims, RGICL, Chandigarh region having affixed photocopy of postal receipt dated 31.03.2016.

Mark 'A/6' is photocopy of DDR No.031 dated 24.05.2016 Police Station - PS North, U.T. Chandigarh.

Mark 'A/7' is copy of failure report bearing Memo No.3785 dated 11.09.2019 of the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.

Mark 'A/8' is print out of judgment dated 02.04.2019 of Hon'ble Supreme Court in Civil Appeal No.12238 of 2018 titled as Pioneer Urban Land & Infrastructure Limited with Govindan Raghavan with civil appeal No.1677 of 2019 titled as Pioneer Urban Land & Infrastrucutre Limited Versus Geetu Gidwani Verma & Another.

Mark 'A/9' is hard copy of email dated 30.03.2016 addressed from Pradeep Kumar to CEO, RGICL, Mumbai relating to the subject of harassment being experienced from Mr. Amit Chawla, Reporting Manager Legal Claims, RGICL, Chandigarh.

On 04.10.2022 the workman closed his evidence.

8. On the other hand, the management availed repeated about six effective opportunities including last opportunity but failed to lead any oral or documentary evidence. Vide order dated 03.03.2023 evidence of the management was closed by order.

9. I have heard arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman Pardeep Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed averments of claim statement in toto and supported his oral version with documents Mark 'A/1' to Mark 'A/9'. On the other hand, there is no oral or documentary evidence of the management.

12. In the present case, the workman has challenged his termination order dated 15.04.2016 / Mark 'A/3' as illegal on the ground that he has neither been issued any show cause notice nor he was given any opportunity to explain his position or any opportunity of personal hearing. Learned Representative for the workman contended that termination of the workman is in violation to Section 25-F of the ID Act. On the other hand, Learned Representative for the management argued that the provisions of ID Act are not attracted as the claimant-workman has not completed 240 days of work in preceding year of termination. To my opinion, onus of proving continuous working of 240 days in the preceding 12 calendar months lies upon the workman. In the present case, it is own case of the workman that he was issued appointment letter Mark 'A' on 04.01.2016 and he joined service with the management insurance company on 04.01.2016. He worked up to 23.02.2016 and applied leave from 24.02.2016 to 25.03.2016 and when he returned after availing leave period, he was refused to rejoin his duties on 28.03.2016 on the pretext that his services are already terminated w.e.f. 21.03.2016. The dispute between the parties is that the claimant-workman has alleged that the leave applied by him from 24.02.2016 to 25.03.2016 was verbally sanctioned by the competent authority of the management before he proceeded on leave. On the other hand, the management has alleged that the claimant-workman applied leave

during his probation period within two months of his service which was forwarded to the competent authority but the same was not approved and not sanctioned by the competent authority. The rejection of leave was duly intimated to the claimant-workman but despite intimation of rejection of leave the claimant-workman proceeded on leave in an unauthorised manner. To my opinion, if the leave period from 24.02.2016 to 25.03.2016 is counted in the service period of the workman, even then the workman has not worked for 240 days in a calendar year preceding his termination. In this regard, the workman/ AW1 Pradeep Kumar in his cross-examination stated that he has joined the management on 04.01.2016. He has worked with the management for approximately 1 month and 20 day. From the aforesaid version of the claimant-workman, it is duly established that the claimant-workman did not work for 240 days in 12 calendar months prior to his termination. In order to attract the provisions of Section 25-F of the ID Act it is essential that the workman has completed 240 days of work in preceding year of termination or preceding 12 calendar months but in the present case the workman has failed to prove the same and thus not entitled to the benefit of beneficial legislation i.e. ID Act.

13. As far as the leave from 24.02.2016 to 25.03.2016 is concerned, the management did not dispute the fact that the claimant-workman applied for leave. As far as prior sanction of the leave is concerned, the claimant-workman i.e. AW1 Pradeep Kumar in his cross-examination stated that he had proceeded on leave for one month after intimating the management on its official email. AW1 admitted the suggestion as correct that he has not taken any permission from the management before taking the leave of one month. From the aforesaid version of the claimant-workman / AW1 it is duly proved on record that the claimant-workman proceeded on leave without prior sanction of the same. The claimant-workman failed to show any rule or precedent of the management insurance company whereby an employee may proceed on leave without getting the same sanctioned from the competent authority.

14. The claimant-workman failed to substantiate his allegation of causing harassment to him by Mr. Amit Chawla - Deputy Manager, Legal Claims. The emails and letters Mark 'A/4' and Mark 'A/9' are not sufficiently proved into evidence as per requirement of Section 65-B of the Indian Evidence Act. Thus, documents Mark 'A/4' and Mark 'A/9' are not admissible into evidence.

15. As far as lodging DDR No.031 dated 24.05.2016 / Mark 'A/6' is concerned, the claimant-workman did not prove the fate of the said DDR. Thus, DDR Mark 'A/6' is of no legal consequence.

16. It is admitted fact of the claimant-workman that he was issued appointment letter dated 04.01.2016 which was duly accepted and acknowledged by him. In this regard claimant-workman / AW1 Pardeep Kumar in his cross-examination admitted as correct that the management had issued an offer letter / appointment letter to him and the same was duly accepted by him after acknowledging the terms & conditions of the offer letter. The claimant-workman himself produced into evidence copy of appointment letter 04.01.2016 vide Mark 'A/1'. As per condition No.4 of appointment letter, the claimant-workman will be on probation initially for a period of six months w.e.f. the date of joining. Accordingly, the probation period of the claimant-workman was from 04.01.2016 to 04.06.2016. Further as per Condition No.4 of appointment letter the services of the claimant-workman during probation period are liable to be terminated by giving notice of 15 days or payment in lieu thereof. In the present case, the claimant-workman has not denied the receipt of salary in lieu of the notice period of 15 days. In this regard, AW1 Pardeep Kumar in his cross-examination admitted as correct that he had received the complete salary for the period he had worked with the management and there is nothing due in respect of salary and other incentives towards the management. By virtue of condition No.4 of appointment letter, the management was well within its rights to terminate the employment of the claimant-workman during his probation period without holding any departmental inquiry on account of his continuous absence from duty from 24.02.2016 onwards without getting the leave sanctioned.

17. In view of the reasons recorded above, termination of the claimant-workman is legal and the claimant-workman is not entitled to the protection of Section 25-F of the ID Act as he did not complete 240 days of continuous service in twelve calendar months preceding his termination.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Issue No. 2 :

19. Onus to prove this issue is on the management.

20. The workman in his cross-examination has admitted that he acknowledged the terms & conditions of the offer letter / appointment letter dated 04.01.2016. It is own case of the claimant-workman that on the basis of appointment letter dated 04.01.2016 he joined on 04.01.2016 at the post of Senior Executive - Legal Claims in Grade - IL5 with the management insurance company. Condition No.7 of appointment letter dated 04.01.2016 / Mark 'A' incorporates the duties and responsibilities. Condition No.7 (i) is reproduced as below :—

"07. DUTIES AND RESPONSIBILITIES :—

- i. Your duties are entirely managerial in nature and the Company will expect you to work with a high standard of initiatives, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you."*

In view of the aforesaid condition, the claimant-workman was discharging duties, which were managerial in nature. Thus, the claimant-workman is covered under exception (iii) of Section 2(s) of the ID Act. Consequently, the claimant-workman is not covered under the definition of 'workman' as defined in Section 2(s) of the ID Act.

21. Accordingly, this issue is decided in favour of the management and against the claimant-workman.

Issue No. 3 :

22. Onus to prove this issue is on the management.

23. During course of arguments this issue is not pressed by Learned Representative for the management.

24. Accordingly, this issue is decided against the management being not pressed and in favour of the workman.

Relief :

25. In the view of foregoing finding on the issues No.1 & 2 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,

Dated : 14.03. 2023.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 28th April, 2023

No. 13/1/9960-HII(2)-2023/5815.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 54/2017 dated 28.02.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SARITA KUMARI, W/O SHRI SUNIL KUMAR, H.NO. 2060/2, SECTOR 37-C,
CHANDIGARH. (Workman)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS
DIRECTOR. (Management)

AWARD

1. Sarita Kumari, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that on 03.08.1999 the workman was appointed by the management as Sub-Editor. The workman remained in the uninterrupted employment up to 30.05.2017 when her services were illegally and wrongfully terminated by refusing of work. At the time of termination, the workman was drawing ₹12,599/- per month as consolidated wages. On 31.05.2017 as usual the workman went to attend her normal duty but she was refused work by the management without assigning any reason and notice. For the last about two years the management is paying wages late to its employees. The employees had made a number of complaints against the management. The wages of April, 2017 were paid on 23.05.2017. The workers including the workman made a complaint to the Assistant Labour Inspector, who deputed Labour Inspector to verify the genuineness of the complaint. After the visit of the Labour Inspector the management started harassing all the employees on one pretext or the other. The management threatened the workers that their services will be terminated or they will be transferred to other states. On threat, four employees including the workman made a complaint on 31.05.2017 to the Assistant Labour Commissioner, U.T. Chandigarh. The Assistant Labour Commissioner deputed Mr. Ramesh Dhiman, Labour Inspector Grade - I, U.T. Chandigarh to look into the complaint. The Labour Inspector verbally informed the workman that the management had informed him that the workman was refused work as she is likely to be transferred to Punjab on 01.06.2017. Refusal of work amounts to termination, which is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management has violated Section 33-A of the ID Act, as a demand notice was pending before the Conciliation Officer and the management has not obtained any express permission in writing from the Conciliation Officer, U.T. Chandigarh, termination. The violation of the same makes the termination void. For her reinstatement, the workman served upon the management a demand notice dated 01.06.2017. The management neither replied nor took the workman on duty. The Conciliation Officer, U.T. Chandigarh was requested for intervention and during the course of conciliation proceedings the management refused to take the workman back on duty. The termination is illegal, wrongful, motivated and against the principles of natural justice and unfair labour practice. The workman remained un-employed during this period. Prayer is made that the workman may be reinstated with full back wages, with continuity of service and all attendant benefits.

2. On notice, the management contested the claim application by filing written statement / reply on 02.05.2018 wherein the preliminary objections are taken on the ground that the claim application is not maintainable

under the process of law. The workman has concealed the material facts and has not approached the Court with clean hands. The management is engaged in the business of newspaper printing in the name & style M/s Desh Sewak Daily in the State of Punjab. The management also maintains its offices in other areas of Punjab. There was a requirement in sub-office of the management situated at Moga, Punjab. Thus, the management vide its letter dated 30.05.2017 has transferred 4 employees i.e. Sarita Kumari and Archana Ghuman, Sub-Editors, Jasvir Singh - DTP Operator and Gurdeep Singh - Plate Maker to its Sub-office Moga and further asked the said employees to report on duty at Moga on 01.06.2017 for which they were paid ₹1,000/- each for travelling to Moga. However, the said 4 employees did not report for duty at Moga and preferred to remain absent from their services. The management has written number of letters to them including the workman on their available address, however, they including the workman did not respond to even a single letter. In the past, the management on 29.07.2016 entered into a memorandum of understanding (MOU) with M/s R.D.V. Media to be effective from 01.08.2016 and has handed over the entire record of all the employees including the service record / personal file of the workman to its above named joint venture partner, however M/s R.D.V. Media did not adhere to the terms of MOU and did not perform to the satisfaction of the management and also did not pay the salary to the workmen etc. Under these circumstances, MOU was terminated on 27.10.2017 for which civil litigation is pending in Civil Court at Chandigarh. M/s R.D.V. Media has not returned the record of the management which also includes the service record / personal file of the workman. Besides, the workman is not entitled to any relief from this Court inasmuch as workman is gainfully employed. As per settled law, an employee who is already employed gainfully cannot seek benefits from its previous employer and as such the present application is liable to be dismissed.

3. Further on merits, it is admitted to the extent that the workman was working as Sub-Editor, when she was ordered to be transferred and she was being paid ₹12,599/- up to the date of her transfer. However, the workman be put strict proof to prove her date of joining inasmuch as the management does not have the service record / personal file of the workman for the reasons already submitted in the preliminary objections. Further similar stand is taken as taken in the preliminary objections. It is specifically stated that the management never gave any threats to its employees. The management believes in the idea that if its employees will remain happy only then the management could achieve success. The management has not violated any of the provisions of the ID Act, as alleged. The services of the workman were never terminated therefore question of retrenchment compensation does not arise at all. No legal notice dated 01.06.2017 was received by the management. Had the management received the said legal notice then the management would have submitted its reply. Even in the conciliation proceedings the management requested the workman to resume her duties and honour the order dated 30.05.2017 vide which the workman was transferred to Moga. Had the services of the workman not been transferred to Moga, then there would have no dispute in between the workman and the management. The workman in order to avoid her transfer to Moga, has initiated a totally false litigation against the management with the sole intention to pressurise the management so that it may succumb to the pressure of the workman and withdraw its transfer order. Rest of the contents of the claim statement are denied being false and fabricated and prayer is made that the claim statement may be dismissed with exemplary cost, in the interest of justice.

4. The workman filed the rejoinder, wherein the contents of the written statement except admitted facts of the claim statement, are denied that averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 24.05.2018 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW

2. Relief.

6. In evidence the workman Sarita Kumari examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. On 14.11.2019 the Learned Representative for the workman closed evidence on behalf of the workman.

7. On the other hand, the management examined MW1 Jita Singh - Staff Reporter, who tendered his affidavit Exhibit 'MW1A'. The management also examined MW2 Chetan Sharma - General Manager, Desh Sewak, Head Office, Chandigarh; who tendered his affidavit Exhibit 'MW2/A' and MW3 Umed Kumar - Accountant, Desh Sewak, Head Office, Chandigarh; who tendered his affidavit Exhibit 'MW3/A'. In cross-examination of MW2 Chetan Sharma, copy of MOU dated 29.07.2016 between M/s Desh Sewak and R.D.V. Media was put to the witness vide Exhibit 'W1'. On 24.02.2023 Learned Representative for management closed evidence.

8. I have heard arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are below :—

Issue No. 1 :

9. Onus to prove this issue is the workman.

10. Under this issue workman Sarita Kumari examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed that the averments of claim statement into toto, which are not reproduced here for sake of brevity.

11. On the other hand, Learned Representative for the management, in order to prove the plea taken in the written statement / reply, referred the testimony of MW1 Jita Singh who vide his affidavit Exhibit 'MW1/A' deposed that he is working with Desh Sewak as Staff Reporter since 2007 and since then posted at Sub-office Moga. Smt. Sarita Kumari was transferred to Desh Sewak, Sub-office at Moga on 30.05.2017 as Sub-Editor vide letter dated 30.05.2017 of Desh Sewak, then management. The Sub-office Moga was expecting the joining of Smt. Sarita Kumari on 01.06.2017 but she never joined at the office for the reasons best know to her.

12. For corroboration Learned Representative for the management referred the testimony of MW2 Chetan Sharma, who vide his affidavit Exhibit 'MW2/A' deposed that he is working with Desh Sewak as General Manager at Head Office Chandigarh. The management on 29.07.2016 entered into MOU with M/s R.D.V. Media Pvt. Ltd. to take over the management work and handed over the entire record of all employees to them. The management also maintains its office in other Districts of Punjab and the then GM / Director Mr. Tajinder Fatehpuri (M/s R.D.V. Media) had proposed to expand the work in other Districts. Smt. Sarita Kumari was transferred to Desh Sewak, Sub-Office at Moga on 30.05.2017 as Sub-editor vide letter dated 30.05.2017. Smt. Sarita Kumari was supposed to join at sub-office Moga on 01.06.2017 but she never joined at the sub-office for the reasons best known to her. She also never informed the Head Office that she is not joining the Head Office. Smt. Sarita Kumari deliberately abandoned her duty since then. She was neither terminated nor she was given any refusal of work contrary Smt. Sarita Kumari remained absent from duty without approval till date. On several occasions Smt. Sarita Kumari was asked to join back the duties at sub-office Moga but she wilfully refused.

13. For further corroboration Learned Representative for management referred the testimony of MW3 Umed Kumar, who vide his affidavit Exhibit 'MW3/A' deposed that he is working with a Desh Sewak as Accountant at Head Office Chandigarh since 1997. The management on 29.07.2016 entered into MOU with

M/s R.D.V. Media Pvt. Ltd. to take over the management work. Desh Sewak has offices in many Districts of Punjab. As M/s R.D.V. Media purposed to expand the work in other Districts, Smt. Sarita Kumari along with 3 more employees was transferred to Desh Sewak Sub-office at Moga on 30.05.2017 as Sub-editor vide letter dated 30.05.2017. Smt. Sarita Kumari did not join at sub-office Moga and also never reported at the Head Office Chandigarh. Smt. Sarita Kumari is absent from duty since her transfer.

14. From the oral as well as documentary evidence, led by the parties it comes out that undisputedly the workman was appointed as Sub-editor by the management on 03.08.1999 and the workman remained in un-interrupted employment up to 30.05.2017. Admittedly, the last drawn salary of the workman was ₹12,599/- per month. There is no dispute with regard to the fact that the management entered into Memorandum of Understanding (MOU) with M/s R.D.V. Media Pvt. Ltd. on 29.07.2016, effective from 01.08.2016. In this regard MW2 Chetan Sharma in his cross-examination stated that he has brought the copy of MOU dated 29.07.2016 effect from 01.08.2016 between M/s Desh Sewak and R.D.V. Media, which is Exhibit 'W1'. MW2 specifically stated that Exhibit 'W1' was for the period of 21 years. MW2 admitted as correct that MOU was terminated on 27.10.2017. To my opinion, since MOU Exhibit 'W1' was terminated by the management Desh Sewak, thus MOU Exhibit 'W1' is of no legal consequence. Moreover, MW3 in his examination-in-chief by way of affidavit Exhibit 'MW3/A' deposed that the management on 29.07.2016 entered into MOU with M/s R.D.V. Media Pvt. Ltd. to take over the management's work. When put to cross-examination MW3 stated that he has no knowledge about MOU signed between RDV Media and the management of Desh Sewak.

15. In the present case, the workman has challenged her termination as illegal on the ground that on 31.05.2017 when the workman went to attend her normal duties she was refused work by the management without assigning any reason and notice. On the other hand, the management has taken the plea that 4 employees i.e. Sarita Kumar - Sub-editor (herein workman), Archana Ghuman - Sub-editor, Jasvir Singh - DTP Operator and Gurdeep Singh - Platemaker were transferred to its sub-office Moga vide transfer letter dated 30.05.2017. The workman was expected to join at sub-office Moga on 01.06.2017 but till date the workman did not join at sub-office Moga for the reasons best known to her and thus absented herself from duty without approval till date. Therefore, the workman has wilfully refused to join at Sub-office Moga, though the management on several occasions made requests to her to join back at sub-office Moga. Thus, neither there is any termination nor there is any violation of any of the provisions of Labour Laws.

16. As far as the transfer of the workman to sub-office Moga is concerned, the management has relied upon transfer order dated 30.05.2017 issued by the management. The workman / AW1 in her cross-examination denied the suggestion as incorrect that she along with others was transferred to Moga office by the management vide letter dated 30.05.2017. The suggestion put to a witness which is denied as incorrect is no evidence unless proved otherwise. In the present case, the management neither produced on record nor proved into evidence transfer order dated 30.05.2017. The management has also taken the plea that the workman was paid ₹1,000/- as travelling expenses to Moga on account of transfer. The workman / AW1 in her cross-examination denied the suggestion as incorrect that she was paid ₹1,000/- as travelling expenses to Moga. The management did not produce into evidence any document showing payment of ₹1,000/- to the workman towards travelling expenses. Thus, the management has failed to prove the transfer order dated 30.05.2017 and also failed to prove the payment of ₹1,000/- to the workman towards travelling expenses to Moga.

17. If for the sake of arguments, it is assumed as correct that the workman wilfully did not join at sub-office Moga despite transfer order dated 30.05.2017, in that situation also the non-joining of workman at Moga at the most would amount to misconduct for which the management is required to issue show cause notice, charge sheet and to hold domestic inquiry against the workman. But in the present case, neither any show cause notice or charge sheet is served nor any domestic inquiry is held against the alleged misconduct of the workman. In this regard, MW3 Umed Kumar in his cross-examination stated that the workman absented for duty as she did not join after the transfer and denied for want of knowledge if thereafter any charge sheet was issued to the workman or not. To my opinion, any suggestion which is not specifically denied is deemed to be admitted. Thus, it is admission on the part of MW3 that the management did not issue any charge sheet to the workman. The explanation of MW3 Umed Kumar that since the workman did not come to join so there was no necessity to hold inquiry is not acceptable as it has no legal foundation.

18. Above all the management has failed to prove the purpose of transfer of the workman. In this regard MW1 Jita Singh in his cross-examination stated that he is Incharge of the Moga office. He has not written any letter to the management for the requirement of 4 persons at Moga office. No one has informed that 4 persons are appointed at Moga office and no one reported him over there. Only one Sub-editor was required with the management. There was no other requirement except 1 Sub-editor. MW1 in his cross-examination further stated that the Moga office is 12x12 one room where the office exists. He has only 1 laptop except that no machine is installed there. At present there is no requirement of technical person in the office. From the aforesaid version of MW1 Jita Singh it is clearly made out that neither there was any requirement nor there was any work to be performed by any of the officials, who were allegedly transferred to Moga sub-office vide transfer letter dated 30.05.2017. Furthermore, it is not the case of the management that the workman was issued any prior notice or offered any notice pay.

19. In view of the discussion made above, the act of the management whereby the workman was verbally refused work amounts to termination which is illegal. Consequently the workman is entitled to reinstatement with continuity of service and 50% back wages.

20. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

21. In view of the discussion on issue above, this industrial dispute is allowed to the effect that the workman is ordered to be reinstated with continuity of service and 50% back wages. The management is directed to comply the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 28.02. 2023.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2023

No. 13/1/9968-HII(2)-2023/5819.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 105/2018 dated 28.03.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KAMTA PARSHAD S/O SH. RAMA SHANKAR, R/O # 1021, GAS COLONY,
VILLAGE DARIYA, CHANDIGARH. (Workman)

AND

1. M/S GUPTA SAW MILLS, PLOT NO.15, TIMBER MARKET, SECTOR 26,
CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER AND MANAGER.
2. M/S KALKA TIMBER STORE, PLOT NO. 15, TIMBER MARKET, SECTOR 26,
CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER AND MANAGER.
(Management)

AWARD

1. Kamta Parshad, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman was appointed as Aara Mistry w.e.f. 24.06.1989 by the management of M/s Gupta Saw Mills and M/s Kalka Timber Store, both situated in Plot No.15, Timber Market, Sector 26, Chandigarh with various good service conditions and commitment of good increments, leaves etc. Actually both the above said saw mills are one factory as both the functional and the operational units are same having one office, telephone and staff without separate identity. Both the said mills are controlled by one undivided Hindu family. Shri Ajesh Gupta is Occupier of both units. The workmen are divided into two units to deprive the workman from the strength based benefits like ESI, PF etc. The workman was performing his duties with full dedication with management No.1 & 2. The workman successfully performed his allocated duties as per the instructions of the management. The workman was punctual and honest towards his duties. There was no single complaint towards his job. The managements were entire satisfied with his work & conduct. The workman was working under the direct control and supervision of Occupier Shri Ajesh Gupta. The workman was getting wages ₹ 15,000/- per month. On 23.08.2017, the workman reported for duty but he was not allowed to enter the premises and was refused duty. The workman made several verbal requests to allow him on duty but the managements did not hear his requests. The services of the workman are terminated without any fault on his part. The workman is representative of Aara Mills Karamchari, working in Timber Market, Sector 26, Chandigarh. The managements have changed the timings of working hours without prior approval from the appropriate department. The workman, being representative of the Aara Mills Karamchari, requested the managements that the workman will suffer from new timings of work. The managements fell angry and with legal brain made strategy to terminate the leading representatives of the workmen. The workman was terminated on 23.08.2018. The workman has not been paid wages from 01.08.2017 to 22.08.2017. The managements have not paid or offered the unpaid wages and other legal dues which is unfair labour practice. The workman is entitled for 14 days sick leaves with wages, 7

days casual leaves, 15 days earned leaves with wages, annual leaves with wages under the provisions of The Punjab Industrial Establishment National & Festivals Holidays and Casual & Sick Leaves Act, 1965 with Rules and under Section 79 of The Factories Act, 1948. The managements never allowed leave with wages according to above law. Whenever the workman required leave due to personal / family work or due to illness, he availed only sanctioned leaves and every time the managements deducted wages of leave days. The workman's service is uninterrupted and continuous with managements according to the provisions of Section 25-B of the ID Act. The managements never issued leave card to the workman during his service. The managements knowingly did not issue any appointment letter and designation letter to the workman. Attendance was marked in exercise note book at the work place like as rate of wages, designation, working hours, over time hour, working days, leaves (without wages) and calculation wages etc. of factual position were written in the said note book. The passed one year the managements did not obtain signatures on wage register. The managements paid wages after obtaining signatures on blank vouchers and blank paper without mentioning any date. The workman is a poor and helpless. The high price rise and unemployment badly finished his bargaining power. The managements took benefits of prevailing unemployment / circumstances. This is fact of workman's life. This Hon'ble Court only can compel the managements to comply with above noted provisions of Labour Law. The termination of the workman dated 23.08.2017 is illegal on the following grounds :—

- a) The workman worked continuously for 28 years with the managements. The workman has no fault. The managements had not issued any memo, charge sheet and did not conduct any inquiry against illegal termination till date. The managements did not comply with the principle of natural justice, which is gross violation of principles of natural justice. The workman is totally unemployed after his termination and is facing all difficulties of un-employed persons including starvation.
- b) The managements did not offer any notice pay and compensation to the workman. The managements did not comply with the provisions of Section 25-F of the ID Act, at the time of refusal of work to the workman.
- c) The managements have not complied with the provisions of Section 25-G of the ID Act. The job of the workman exists as it is till date and junior workmen to workman are still retained in service by the managements, which is violation of Section 25-G of the ID Act. The termination order badly disturbed to the workman's family. The managements did not assure him re-employment and also did not adopt the 'last come first go' formula.

The managements knowingly infringed the above said mandatory provisions of law. The managements intentionally misused the right month according to provisions of the Industrial Disputes (Central) Rules, 1957 so that he may get employment for maintenance of his family he may plan further. The managements may be directed to produce the above noted records within 15 days after getting copy of claim statement. The verbal termination order is illegal, unjustified, *malafide* and in violation to all other provisions of the ID Act. So the workman is fully entitled for reinstatement with full back wages and continuity of service. Prayer is made that the termination order may be declared illegal and the workman be reinstated into service with continuity of service, full back wages and all other consequential benefits.

2. On notice, management No.1 & 2 appeared through Shri Deepak Gupta - Proprietor. Thereafter, none appeared on behalf of the managements No.1 & 2 and they were proceeded against *ex parte* vide order dated 05.07.2022.

3. In evidence, workman Kamta Parshad examined himself as AW1 and tendered his affidavit Exhibit AW1/A along with copy of complaint regarding termination of service moved by him to Labour Inspector, Circle-I, Sector-30-B, Chandigarh vide Mark-A. Workman examined AW2 Sunil Kumar, AW3 Ram Dulare, who tendered their respective affidavits vide Exhibit 'AW2/A' and 'AW3/A' and AW4 Prem Sagar, Labour Inspector, who brought into evidence documents Exhibit 'W1' to Exhibit 'W3'. On 15.03.2023 Learned Representative for the workman closed evidence.

4. I have heard arguments of Learned Representative for the workman and perused the judicial file.

5. In order to prove its case, workman Kamta Parshad stepped into witness box as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

6. For corroboration, workman examined AW2 Sunil Kumar who vide his affidavit Exhibit 'AW2/A' deposed that he is working as Helper with M/s Luxmi Saw Mills, Plot No.16, Timber Market, Sector 26, Chandigarh, since 1992. Shri Kamta Parshad (workman) was also working as Aara Mistri with M/s Gupta Saw Mills, Plot No. 15, Timber Market, Sector 26, Chandigarh and M/s Kalka Timber Store, Plot No. 15, Timber Market, Sector 26, Chandigarh w.e.f. 24.06.1999. Shri Rajesh Gupta was occupier of both units. Shri Rajesh Gupta and his son Anup Gupta were controlling and supervising all the business. Now, after the death of Rajesh Gupta, his son Anup Gupta look after and control all business. Shri Anup Gupta is occupier at present. Workman has worked more than 240 days in each service year. On 23.08.2017 workman reported for duty but the managements refused to allow duty to him. Workman had made several verbal requests to allow him on duty but the management did not hear any of his requests. The workman was/is Representative (President) of the Aara Mills Karamchari Union, Chandigarh. The managements and workers have differences regarding duty timings. The workman being representative of the workers requested the managements and other employer of Timber Market. The managements were unhappy and terminated the services of the workman on 23.08.2017 to create fear among the other workers. He (deponent) is Member of Union. The workman is poor, helpless and unemployed. The managements victimised him due to legal trade union activities. The workman worked continuously for 28 years with the managements. The workman has no fault. The workman is totally unemployed after his termination till date. The workman is facing all difficulties of unemployed person including starvation. Workman is needy and interested to get employment for maintenance of his family and he may plan further. The above noted facts reveal that verbal termination order is illegal, unjust, malafide and in violation of all the other provisions of the ID Act. The workman is fully entitled for reinstatement with full back wages and continuity of service. His (deponent's) employer has not issued to any proof to him. He has attached his aadhar card for his identification.

7. For further corroboration witness examined AW3 Ram Dulare who vide his affidavit Exhibit 'AW3/A' deposed that he has worked with M/s Amriteshar Timber, Plot No. 18, Timber Market, Sector 26, Chandigarh. He worked from 1992 to 1998 as Aara Mistri. Now he is working at Panchkula. Remaining testimony of AW3 is in verbatim to AW2.

8. Workman examined AW4, Prem Sagar, Labour Inspector, who brought the summoned record in original and brought into evidence copy of complaint dated 28.08.2017 submitted by workman Kamta Parshad to M/s Kalka Timber Store, Plot No. 15, Sector 26, Chandigarh vide Exhibit 'W1', copy of notice memo No.LI-Cir-I&III/2017/556 dated 28.08.2017 issued to M/s Kalka Timber Store, Plot No. 15, Sector 26, Chandigarh

vide Exhibit 'W2'. AW4 further deposed that after receiving the notice dated 28.08.2017 / Exhibit 'W1', Ajesh Gupta appeared on behalf of the management on 08.09.2017 and put his signatures in proceedings before the Labour Inspector, Chandigarh. The copy of proceedings dated 13.09.2017 is Exhibit 'W3'. Copies of Exhibit 'W1' to Exhibit 'W3' are correct as per the original. It is pertinent to mention here that at the time of recording testimony of AW4, the original of Exhibit 'W1' to Exhibit 'W3' were produced which were seen and returned.

9. From the oral as well as documentary evidence led by the workman it comes out that M/s Gupta Saw Mills (herein management No.1) and M/s Kalka Timber Store (herein management No.2) were occupied by the same person i.e. Shri Ajesh Gupta and both the said saw mills were functional and operative at the same site i.e. plot No.15, Timber Market, Sector 26, Chandigarh. The workman was working as Aara Mistri in the aforesaid combined units of management No.1 & 2 and worked continuously from 24.06.1989 to 22.08.2017. The management No.1 & 2, which were working as one unit, did not issue any appointment or any other document such as identity card, leave card, salary slip etc. to the workman in order to deprive the workman from claiming any kind of benefits under the labour laws. Thus, the workman had worked for more than 240 days in preceding 12 calendar months. The workman was verbally terminated from service on 23.08.2017 without issuing any notice or notice pay in lieu of notice or without payment of any retrenchment compensation, which violative of Section 25-F of the ID Act. At the time of termination, the workman was drawing salary of ₹15,000/- per month. The evidence led by the workman has gone un-rebutted and unchallenged as despite appearance through Representative, the management No.1 & 2 did not bother to contest the case / claim of the workman and preferred to be proceeded against *ex parte*. There is no reason to disbelieve the evidence led by the workman. Since the workman has already attained the age of superannuation (age of workman was 61 years at the time of recording his testimony on 20.01.2023), thus the workman cannot be reinstated. However, the workman is entitled to lump sum compensation in the sum of ₹ 2,10,000/- to be paid by management No.1 & 2 in equal share. This amount of compensation will not include any payment towards gratuity. The workman is at liberty to claim gratuity under the relevant provisions of law from the competent authority.

10. In view of the reasons recorded above, the industrial dispute is *ex parte* partly allowed to the effect that the workman is entitled to lump sum compensation in the sum of ₹ 2,10,000/- to be paid by management No.1 & 2 in equal share within three months from the date of publication of the award in Government Gazette, failing which the amount of award shall carry interest @ 9% per annum from due to date till actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 28.03. 2023.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2023

No. 13/1/9963-HII(2)-2023/5821.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 135/2018 dated 03.03.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BALRAJ SINGH, S/O SHRI RAM DHARI, R/O VILLAGE KURAD, TEHSIL KALAYAT,
DISTRICT KAITHAL (MOBILE NO. 9996137591). (Workman)

AND

1. ADDITIONAL CHIEF SECRETARY, FOOD AND SUPPLY DEPARTMENT, HARYANA, NEW SECRETARIAT, SECTOR 17, CHANDIGARH.
2. DIRECTOR FOOD AND SUPPLIES DEPARTMENT, HARYANA, 30 BAYS BUILDING, 2ND FLOOR, SECTOR 17-B, CHANDIGARH - 160017.
3. DEPUTY DIRECTOR FOOD AND SUPPLIES DEPARTMENT, HARYANA 30 BAYS BUILDING, 2ND FLOOR, SECTOR 17-B, CHANDIGARH - 160017. (Management)

AWARD

1. Balraj Singh, workman has filed statement of claim under the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that he was appointed as Sweeper on part time basis on 08.12.1997 by the management after conducting interview. Unfortunately, during his tenure at his office, he was diagnosed with mental illness which was having strong impact on his physical body as well. The workman being from a poor family started getting treatment for the mental illness from local '*desi*' Doctor. The condition of the workman was well in the knowledge of the management's staff but none of them ever raised concerned about the same. The workman was assured from time to time to take care of his health and take required bed rest. The workman was very much impressed by the caring attitude of the office staff. Due to his mental illness, the workman was given an oral liberty to get treated for his mental illness and spare the worries of not being able to be present at work on some days. Resultantly, the workman remained absent from his work for considerable time in order to get treatment of his mental illness. During this time the workman on account of his treatment, remained absent from 13.08.2001 to 14.10.2001. The workman was getting his treatment at his village Khurar, Kaithal, therefore he was bound to take long absence from his work. His wife orally informed the office about the same along with requested for leave. Thereafter, the workman joined his service on 18.12.2001 after being cured from his medical illness but the department served him with charge sheet dated 18.12.2001 i.e. on the same day of his joining and he was placed under suspension. The workman duly replied the charge sheet on 31.01.2002, stating therein his inability to perform his duties because of his mental illness. The workman annexed his medical certificate and fitness certificate and made prayer to the management to treat his absent period as spent on medical leave but the management did not considered the same with mercy. Thereafter the management appointed the Inquiry Officer to conduct an inquiry for the period of absence. The inquiry was conducted in a very casual manner. No proper procedure was followed by the Inquiry Officer. The workman was also not afforded proper opportunities to defend himself. The manner of inquiry conducted can be seen easily from the fact that report of Inquiry Officer was submitted after a long gap of more than five years. The workman was reinstated during the pendency of the inquiry vide order dated 13.11.2001 with the immediate effect without prejudice to the inquiry pending against him. Thereafter,

the competent authority agreed with the findings of the Inquiry Officer and issued a second show cause notice dated 01.05.2006 proposing the punishment of removal from service. The workman duly replied show cause notice dated 01.05.2006, again stating therein that due to his mental illness he was unable to join the duties. The workman also clarified that the information of his absence was timely informed to the office by his wife through telephone. The workman assured that in future he will never repeat such conduct and by taking into consideration his economic background, he should be condoned for his absence due to mental illness. On 07.08.2007 the management un-ceremoniously removed the workman from his service, as the order was passed in view of the inquiry report. The management completely blindsided with the documents produced by him including his medical certificate. The workman filed appeal against the order of his removal from service, to the Financial Commissioner and Principal Secretary, Food & Supply Department, Haryana but the same was dismissed by the competent authority vide order dated 24.12.2007. The workman filed a Memorial against the above said order before the Hon'ble Governor of Haryana on 13.12.2012. The workman also filed review against the above said orders but the same were not decided rather kept pending. The Additional Chief Secretary to Government of Haryana, Food & Supplies Department vide order dated 29.10.2014 again dismissed the Memorial and upheld the punishment of removal of the workman. Thereafter, the workman filed a Civil Writ Petition (CWP) No.26681 of 2016 before the Hon'ble High Court of Punjab & Haryana at Chandigarh but the Hon'ble High Court disposed off the writ petition vide order dated 22.12.2016 in view of the Full Bench ruling Manohar Lal Versus State of Punjab through Secretary, PWD (PH), Punjab, Chandigarh & Another, 1983 PLR 666, 1983(2) ILR (Punjab) 576. The work & conduct of the workman remained good and satisfactory throughout. The workman performed his duties with hard labour and honesty. The workman continuously worked from 08.12.1997 to 07.08.2007 as after 07.08.2007 the workman was not allowed to work nor paid any wages and his services were terminated by the management. The workman has completed 240 days of service in the preceding year, as such the management has violated the provisions of Section 25-F of the ID Act as well as principles of natural justice. The workman is still unemployed. The workman fulfilled all the necessary required qualification and is eligible to be appointed on the said post and was entitled to be put on regular basis, in view of the rules, instructions, guidelines and policies as applicable from time to time. Hence, termination of the workman is illegal, null and void, in-operative, in-effective, ultra-vires, arbitrary and malafide and liable to be set aside. The management has not paid any compensation to the workman for his services, which is in utter disregard and disobedience on part of the management of all the mandatory provisions of the ID Act as well as other laws of the land. Prayer is made that the termination may be set aside and the workman may be reinstated in service with full back wages, continuity of service and all the legal and consequential benefits.

2. On notice, the management No.1 to 3 contested the claim statement by filing joint written statement on 24.07.2019 wherein preliminary submissions are made on the ground that the application is false, frivolous and vexatious. Before filing the present application, the workman filed CWP No.26681 of 2016 before the Hon'ble High Court of Punjab & Haryana at Chandigarh, which was dismissed vide order 22.12.2016. The workman has served a demand notice to the answering department and the competent authority filed the demand notice vide order dated 28.06.2017. The workman has no right, title or interest to file the present claim statement as the workman has already served the demand notice to the answering department and the same was dismissed on the ground that the workman was appointed on the regular basis and does not come within the definition of the 'workman' and the answering department has not violated any provisions of the ID Act. Hence, this Labour Court has no jurisdiction to entertain and decide the present claim statement. The workman has not approached this Court with clean hands and suppressed the material facts relating to this case. The relevant facts of the case are that the workman was initially appointed as Sweeper in the department on 27.11.1997 on a regular basis through Employment Exchange, Haryana in the regular pay scale of ₹ 750-12-870/14-940 + ₹ 65 and accordingly the workman has submitted his joining report on 08.12.1997. The workman was habitual to absent from duty and remained absent w.e.f. 09.10.1998 to 18.04.1999. On 19.04.1999 the

workman submitted his joining to the department along with his fitness certificate with the submission that he was not feeling well due to which he was absent from duty and after his fitness he may be allowed to join again. As the workman was absent from his duties, the department has directed the workman to join his duties at once, otherwise he will be treated as absent from his duty through telegram on 30.10.1998 but the workman did not come forward to join his duties. On this, Chief Medical Officer, Kaithal was directed by the office vide Head Quarter letter dated 02.04.1999 for medical examination of the workman and for submitting his medical fitness certificate. Accordingly, Civil Surgeon, Kaithal vide letter dated 15.04.1999 intimated the answering department that the workman is fit to join his duty and issued fitness certificate in this regard. The workman again absented from his duties from 23.04.1999, after joining the office on 19.04.1999 and remained absent up to 20.06.1999 i.e. for 59 days. The department have decided the absent period of the workman w.e.f. 09.10.1998 to 18.04.1999 and 23.04.1999 to 20.06.1999 vide order dated 14.07.1999 whereby the period of 12 days was ordered as earned leave and the remaining period of absence of 239 days was ordered to be leave without pay. The workman has given undertaking by way of affidavit to the department that in future he will not absent himself from service and if, in future, he remained absent from duty the department can take any action against him. The workman again absented himself from duty without prior approval from 13.08.2001. On this the workman was suspended vide order dated 15.10.2001 and was charge sheeted under Rule 7 of the Civil Services Rules, Volume - I, Part - I on 18.12.2001. The workman requested to reinstate him on duty and on his request he was ordered to be reinstated with immediate effect without prejudice to the departmental action that may be taken against him, vide order dated 09.11.2001 and the workman joined his duty on 13.11.2001 (afternoon). The workman again absented himself from duty without prior approval of the competent authority w.e.f. 14.05.2002 to 02.09.2002 for 112 days, 20.12.2002 to 01.07.2003 for 182 days, 04.01.2004 to 19.04.2005 for 471 days, 01.07.2005 to 10.02.2006 for 225 days, 11.02.2006 to 19.02.2007 for 373 days and from 19.05.2007 to 02.07.2007 for 44 days, thus the workman cannot take benefit of his own wrong act and conduct as he himself absented from duty as explained above. On the charge sheet issued to the workman on 18.12.2001 he has submitted his reply but the same was not found satisfactory by the competent authority and accordingly vide order dated 03.09.2002 Shri K. S. Dahiya - DFSC (HQ) was appointed as an Inquiry Officer to enquire into the matter. Thereafter on 23.01.2004 finally Shri Mahavir Kaushik, ACFA - III (HQ) was appointed as Inquiry Officer, who submitted his report on 12/16.01.2006 whereby the Inquiry Officer has proved the allegations against the workman. After receipt of inquiry report, show cause notice was issued to the workman vide letter dated 01.05.2006 with the punishment proposed for removal from service. The workman submitted reply to the show cause notice, whereupon he was given opportunity of personal hearing on 27.10.2006. On 26.07.2007 the workman was finally heard by the then Director, Food & Supplies Department, Haryana, Chandigarh and after going through the record of the case confirmed the punishment proposed in the second show cause notice dated 01.05.2006 and accordingly the workman was removed from service vide order dated 07.08.2007. The workman was again charge sheeted during this for absent from duty w.e.f. 01.07.2005 to 08.02.2006 and 10.02.2006 to continue vide Memo dated 01.02.2007. The workman filed an appeal against his removal dated 07.08.2007 before the Financial Commissioner, Principal Secretary to Government of Haryana, Food & Supplies Department, Haryana. The said appeal was dismissed vide order dated 24.12.2007. The workman filed a Memorial before His Excellency Governor of Haryana against the order of removal from service passed by the competent authority and appeal dismissed by the appellate authority. The workman was heard personally by the Governor of Haryana and after hearing the workman and after going through the record of the case, the Memorial filed by the workman was rejected vide order dated 27.10.2014. Further, the objections are raised on the ground that the workman has no locus standi and cause of action.

3. Further on merits, it is admitted to the extent that on 27.11.1997 the workman was initially appointed as Sweeper in the management department on regular basis through Employment Exchange, Haryana in the regular pay scale of ₹ 750-12-870/14-940 + ₹ 65 and accordingly the workman submitted his joining report

on 08.12.1997. The workman was habitual to absent from duty. Further with regard to the period of absence, inquiry proceedings and punishment order relating to the workman similar stand is taken as taken in the preliminary submissions. Rest of the averments of claim statement are denied as wrong except para No.9 and 10 which are replied in a formal manner being a matter of record and prayer is made that the claim statement may be dismissed with special cost.

4. The workman filed replication wherein the contents of the written statement except admitted facts of claim statement are denied as wrong and averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 10.12.2019:-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

6. In evidence, workman Balraj Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/4'.

Exhibit 'AW1/1' is medical certificate bearing Reg. No.22861 dated 12.08.2001 issued Dr. N. K. Aggarwal, MBBS, Aggarwal Nursing Home Railway Road, Kalayat (Kaithal) relating to Mr. Balraj S/o Shri Ram Dhari wherein it is certified that Balraj remained under his treatment and he was advised rest for about 12 weeks up to 04.01.2001.

Exhibit 'AW1/2' is medical fitness certificate bearing Reg. No.22861 dated 04.11.2001 issued Dr. N. K. Aggarwal, MBBS, Aggarwal Nursing Home Railway Road, Kalayat (Kaithal) relating to Mr. Balraj S/o Shri Ram Dhari wherein it is certified that Balraj remained under his treatment w.e.f. 12.08.2001 and he was declared fit to resume his work from 05.11.2001.

Exhibit 'AW1/3' is joining report dated 19.04.2005 submitted by Balraj Singh - Sweeper (Head Office) to Director Food & Supplies, Haryana.

Exhibit 'AW1/4' is another joining report dated 20.04.2004 submitted by Balraj Singh - Sweeper to Director Food & Supplies, Haryana.

His cross-examination was deferred on the request of Learned Representative for the management. Thereafter, none appeared on behalf of management No. 1 to 3 and they were proceeded against ex-parte vide order dated 22.01.2020. On 26.08.2021 the workman closed his ex-parte evidence. On 21.11.2022, the workman moved an application seeking permission to lead additional evidence and the said application was allowed vide order dated 21.11.2022. In additional evidence, on 01.02.2023, workman tendered into evidence the copies of documents i.e. charge sheet dated 18.12.2001 issued by the department vide Exhibit 'W-1', inquiry report dated 12/16.01.2006 vide Exhibit 'W-2', reinstatement order dated 09.11.2001 vide Exhibit 'W-3', show cause notice dated 01.05.2006 vide Exhibit 'W-4', reply dated 02.09.2006 to show cause notice vide Exhibit 'W-5', order dated 24.12.2007 vide Exhibit 'W-6', Memorial dated 13.12.2012 vide Exhibit 'W-7', review application vide Exhibit 'W-8', order dated 27.10.2014 passed by Additional Chief Secretary to the Govt. of Haryana, Food & Supplies Department vide Exhibit 'W-9' and order dated 22.12.2016 passed by the Hon'ble High Court of Punjab and Haryana in CWP No. 26681/2016 titled as Balraj Singh Vs State of Haryana & Ors. vide Exhibit 'W-10' and close additional evidence.

7. I have heard arguments Learned Representative for the workman and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

8. Onus to prove this issue is on the workman.

9. Under this issue, the workman Balraj Singh examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity. AW1 supported his oral version with documents Exhibit 'AW1/1' to Exhibit 'AW1/4' and Exhibit 'W-1' to Exhibit 'W-10'.

10. From the oral as well as documentary evidence led by the workman, it is proved on record that the workman was appointed to the post of Sweeper on regular basis on 27.11.1997 and he joined with the management department on 08.12.1997. The workman himself pleaded that he remained absent from duty w.e.f. 09.10.1998 to 18.04.1999 and thereafter he submitted his joining report along with his medical fitness certificate on 19.04.1999. Thereafter, the workman again absented from 23.04.1999 to 20.06.1999 i.e. for 59 days. Out of absent period w.e.f. 09.10.1998 to 18.04.1999 and 23.04.1999 to 20.06.1999 period of 12 days was treated as earned and the remaining 239 days were treated as leave without pay vide order dated 14.07.1999. The workman again absented from duty from 13.08.2001. Thus, the workman was suspended vide order dated 15.10.2001 and charge sheeted under Rule 7 of CSR Rules Volume - I, Part - I on 18.12.2001. On request of the workman vide order dated 09.11.2001 / Exhibit 'W-3' he was reinstated on duty with immediate effect, without prejudice to the departmental action. Accordingly, the workman joined his duty on 13.11.2001 (afternoon). Again workman absented from duty w.e.f. 14.05.2002 to 02.09.2002 for 112 days, 20.12.2002 to 01.07.2003 for 182 days, 04.01.2004 to 19.04.2005 for 471 days, 01.07.2005 to 10.02.2006 for 225 days, 11.02.2006 to 19.02.2007 for 373 days and from 19.05.2007 to 02.07.2007 for 44 days.

11. On account of remaining absent the workman was issued Memo No.3E(iii)-2001/27103 dated 18.12.2001 i.e. Exhibit 'W-1' whereby it was proposed to take action against the workman under Rule 7 of Haryana CSR (Punishment & Appeal) Rules, 1987, to which the Inquiry Officer submitted his report dated 28.02.2006 and thereafter vide order No.1E(III)-2006/7500 dated 01.05.2006 / Exhibit 'W-4', Director Food & Supplies, Haryana appointed Inquiry Officer to enquire into the charges levelled against the workman and the workman was provided with an opportunity of showing cause against the action proposed to be taken i.e. punishment of removal from service. The workman filed reply dated 22.09.2006 / Exhibit 'W-5' to show cause notice dated 01.05.2006. Thereafter the workman was given opportunity of personal hearing on 27.10.2006 and the then Director, Food & Supplies Department, Haryana, Chandigarh confirmed the punishment order proposed in the show cause notice dated 01.05.2006 and removed the workman from service vide order dated 07.08.2007. As proved from Exhibit 'W-6' i.e. order dated 24.12.2007, workman filed an appeal against punishment order dated 07.08.2007 before the Financial Commissioner & Principal Secretary to Government of Haryana, Food & Supplies Department, Haryana dismissed the appeal. From Exhibit 'W-7' it is further proved that the workman filed Memorial against the punishment order dated 07.08.2007 and the order of appeal dated 24.12.2007, before the Hon'ble Governor of Haryana which was rejected vide order dated 27.10.2014 / Exhibit 'W-9'. From the perusal of the Exhibit 'W-1' it is further proved that on filing of appeal against the punishment order dated 07.08.2007, the workman was heard in person on 27.11.2007 by the competent authority i.e. Financial Commissioner & Principal Secretary to Government of Haryana, Food & Supplies Department and on submission of Memorial before the Hon'ble Governor of Haryana, the workman was heard in person on 17.09.2014 by the Hon'ble Governor of Haryana. Since the workman failed to put forth new points / facts but only reiterated the aversion already on record, thus the competent authority dismissed the Memorial of the workman, finding no merits in the same.

12. As proved from Exhibit 'W-10' the workman filed CWP No.26681 of 2016 titled as Balraj Singh Versus State of Haryana & Others before the Hon'ble High Court of Punjab & Haryana which was dismissed by the Hon'ble High Court vide order dated 22.12.2016. The relevant portion of order dated 22.12.2016 is reproduced as below :—

"When industrial rights are claimed in a case arising out of departmental proceedings leading to dismissal then the petitioner will be taken to have exercised his option and elected his remedy before the industrial adjudicator under the Industrial Disputes Act, 1947. Accordingly, this petition is dismissed by relegating the petitioner to his remedy

before the Labour Court. Moreover, the remedy before the Labour Court is an alternative remedy for purposes of Article 226 of the Constitution. See law in ruling of Full Bench of this Court in Manohar Lal Vs. State of Punjab through the Secretary, PWD (PH), Punjab, Chandigarh and another, 1983 PLR 666; 1983(2) ILR (Punjab) 576."

13. Now the workman before this Court is seeking to set aside the punishment order of his removal from service as illegal. Learned Representative for the workman argued that the workman remained absent from duty due to mental illness and was under treatment from local 'desi' Doctors of which there is no documentary proof except medical certificate Exhibit 'AW1/2'. To my opinion, the aforesaid argument advanced by Learned Representative for the workman does not carry any force because the Labour Court will not sit as an appellate Court over the punishing authority. The punishment order can be set aside by the Labour Court only if there is some procedural defect in holding departmental inquiry or if the principles of natural justice are violated. As discussed above, the workman was served with charge sheet to which he filed reply. Thereafter in the inquiry report the workman was held guilty of the charges. The copy of inquiry report was supplied to the workman. Thereafter show cause notice of proposed penalty of removal from service was issued to the workman, to which the workman filed reply and thereafter the punishment order dated 07.08.2007 was passed. The workman filed appeal against the punishment order. The appellate authority i.e. Financial Commissioner-cum-Secretary, Haryana Government, Food & Supplies Department gave personal hearing to the workman and on the basis of the documents on record dismissed the appeal vide order dated 24.12.2007 / Exhibit 'W-6'. It is own case of the workman that when he filed Memorial before the Hon'ble Governor of Haryana seeking to set aside punishment order dated 07.08.2007 and order of appeal dated 24.12.2007, he was again given personal hearing by the Hon'ble Governor of Haryana and Memorial was declined. In the present case, the workman failed to point out any procedural defect in holding inquiry or while passing the order of appeal. Sufficiency or insufficiency of evidence considered by the Inquiry Officer is not to be looked into by this Court. The Labour Court is not competent to reassess evidence led in the domestic inquiry nor can interfere on the ground that another view is possible on the material on record. The law laid down in a case referred by Learned Representative for the workman, titled as **Manoj Puri Versus Union of India and Others reported in 2016(4) SCT 586** is well recognised by this Court but the ratio of ruling is not applicable to the facts of the present case as the facts of the present case are distinguishable from the facts of the judgment referred supra. As per the facts of the judgment referred supra the Inquiry Officer was appointed without completing the communication of charge sheet which was sent on wrong address whereas in the present case the charge sheet was duly served to the workman and the workman availed full opportunity to defend the inquiry proceedings.

14. The argument advanced by Learned Representative for the workman that the management department did not bother to contest the claim statement is of no benefits to the workman because the workman has to prove its own case and cannot take the advantage of weak defence of the management department.

15. In view of the findings recorded above, the order of punishment dated 07.08.2007 and order of appeal dated 24.12.2007 are legal and valid.

16. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

17. In the view of foregoing finding on the issues above, this industrial dispute is ex-parte declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 03.03. 2023.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2023

No. 13/1/9970-HII(2)-2023/5823.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 9/2022 dated 29.03.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

DEEPA CHAUDHARY D/O SH. KISHORI LAL, R/O #77, KRISHNA ENCLAVE,
NEW WATER TANK, DHAKOLI, ZIRAKPUR, MOHALI, PUNJAB - 160104
(AADHAR CARD NO. 8576 9210 8163) (MOBILE NO. 8699472523). (Workman)

AND

GOVERNMENT MEDICAL COLLEGE AND HOSPITAL THROUGH ITS DIRECTOR/
PRINCIPAL, SECTOR 32, CHANDIGARH. (Management)

AWARD

1. Deepa Chaudhary, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the Government Medical College & Hospital, Sector 32, Chandigarh (*hereinafter referred as 'GMCH'*) issued an advertisement on 13.09.2009 for appointment as Clerks on a consolidated salary of ₹ 9,500/- per month on contractual basis for a period of six months. The qualification for appointment as a Clerk was Bachelor's Degree and proficiency in operation of Computer (word processing and spreadsheets) and typing speed of 30 words per minute in English. Last date of receipt of online application was 12.10.2009. The workman applied for the post of Clerk. She appeared for typing test and was called for interview on 14.01.2010 vide interview letter bearing No.GMCH/Estt.-/EA4/2010/00397-408 dated 06.01.2010. On the basis of educational qualifications, typing test and interview, the workman was selected and appointed as a Clerk on contract basis and public notice to this effect was also published in The Tribune on 22.01.2010. Workman was directed to undergo medical fitness examination and the workman appeared for the medical examination. On the basis of the recommendations of the Selection Committee, the workman was appointed as a Clerk in OBC category on contract basis on a consolidated salary on ₹ 9,500/- per month for a period of six months vide order dated 20.01.2010 bearing endorsement No.GMCH/Estt./III/EA4/2010/05526-39 dated 28.01.2010. The workman joined as a Clerk on 05.02.2010. The appointment of the workman was extended from time to time. The above facts leave no manner of doubt that the appointment had been made in a transparent manner and the procedure, which is required to be followed for appointment on regular basis, was followed in case of workman before appointing her. The workman had been continuing in uninterrupted service w.e.f. 05.02.2010 when all of sudden her services were terminated on 09.04.2021 vide termination order bearing Endorsement No.GMCH/Estt./III/EA1/2021/14611-20 dated 09.04.2021 without issuance of any charge sheet, holding any inquiry or payment of any retrenchment compensation. The workman had rendered more than 11 years of continuous service. The workman submitted a demand notice dated 30.04.2021 under registered AD post to the Director Principal of GMCH for reinstatement in service with full back wages and continuity of service. The conciliation proceedings conducted by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh failed. The failure report bears Memo No.250 dated 14.02.2022. The workman along with similar situated employees had filed OA No.060/00947 of 2016 titled as Shalu & Others Versus U.T. Chandigarh & Another before the Central Administrative Tribunal, Chandigarh Bench, Chandigarh for striking down the unilateral and arbitrary clause in the appointment letter contrary to the Rules of appointment of appointment of the workman on contract basis. However, her services were terminated during the pendency of the OA, which

has now become infructuous. The workman is un-employed since her termination. Prayer is made that the workman may be reinstated into service with full back wages and continuity of service by adjusting the salary paid to her through the outsourcing agency after her re-employment.

2. On notice, the management appeared through Law Officer and contested the claim statement by filing written reply on 29.07.2022 wherein preliminary objections are taken on the grounds that the appointments of the workman was purely on contract basis. As per Clause No.1 of the appointment letter i.e. TENURE:- the contract employment was for a period of six months further extendable on the basis of requirement of services and subject to the satisfactory work & conduct report of the appointee. Further as per condition No.9 of General Conditions of appointment letter, the contract appointment will not count as service and will not bestow upon the appointee any claim or right for regular appointment against any post in this institute. Since, the appointment was purely on contract basis as a stop gap arrangements for the emergency duties till the posts are filled on regular basis initially for six months, which was further extended from time to time on requirement basis, hence on filing up the said posts on regular basis by the Chandigarh Administration under Common Cadre System the existing tenure of contractual appointment was terminated by the GMCH to enable to join the new incumbents appointed on regular basis.

3. Further on merits, it is stated that the facts that publication of advertisement dated 13.09.2009 for appointment of Clerks on contract basis for a period of six months, qualification for appointment as Clerk was Bachelor's Degree and proficiency in operation of Computer (word processing and spreadsheets) and typing speed of 30 words per minute in English, last date of receipt of submission was 12.10.2019, appearance of the workman in typing test and interview and thereafter directing the workman to undergo medical fitness examination and joining of the workman on 05.02.2010 are replied in a formal manner being matter of record. Further similar stand is taken as taken in the preliminary objections. It is stated that the existing / last term of the contract has been got approved from the Finance Department through Secretary Medical Education and Research and the said term was extended up to the period mentioned against each or till the regular incumbent joins, whichever is earlier on 'last come first go' policy. In view of the aspect of joining of regular incumbent in the Chandigarh Administration, it was not feasible for GMCH to draw two salary against one post. Hence, the tenure of the appointment of the workman was terminated as per the terms & conditions of the extension letter. GMCH vide letter dated 07.07.2021 filed the reply to the demand notice under Section 2-A of the ID Act before Assistant Labour Commissioner-cum-Conciliation Officer. As per record of their office, the workman has not got any relief / stay from Hon'ble Court in OA No.060/00947/2016 titled as Shalu and Others Versus U.T. Chandigarh & Others, which is still pending before the Hon'ble Central Administrative Tribunal (CAT), Chandigarh Bench, Chandigarh. The vacancies of Clerks against which the employees / workman were appointed on contract basis have been filled up on regular basis by the Chandigarh Administration under the Common Cadre System. The workman was well known of the fact that her appointment was purely on contract basis as it was clearly mentioned in the advertisement as well as in the appointment orders. The workman joined after accepting the terms & condition of the appointment letter. After the six months of initial tenure of contractual appointment, the workman worked on extension / terms basis, which were extended upon the period of extension or till the regular incumbent joins, whichever is earlier on 'last come first go' policy basis. Prayer is made that the claim statement may be dismissed with costs being devoid of merits.

4. The workman filed replication to the written reply wherein the contents of the written reply except admitted facts on the claim statement, are denied as wrong and averments of claim statement are reiterated.

5. From the pleadings of the parties following issues were framed vide order dated 22.09.2022:-

1. Whether the workman has been illegally terminated by the management ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits, as prayed for ? OPW

3. Whether the appointment of the workman was purely contractual in nature ? OPM
4. Relief.

6. In evidence, the workman Deepa Chaudhary examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to 'W5'.

Exhibit 'W1' is copy of letter dated 06.01.2010 issued from Additional Director (Admn.), GMCH, Sector-32, Chandigarh Establishment Branch - III relating to the subject of interview for the post of Clerk on contractual basis in GMCH.

Exhibit 'W2' is copy of public notice dated 21.01.2010 issued by Director, Principal, GMCH, Sector-32, Chandigarh, relating to reference advertisement No. GMCH/Estt.III/2K9/39584 dated 11.09.2009.

Exhibit 'W3' is copy of order dated 20.01.2010 issued by Professor Raj Bahadur, Director, Principal, GMCH, Sector-32, Chandigarh whereby the appointment was offered against the post of Clerk in OBC Category purely on contract basis.

Exhibit 'W4' is copy of order dated 08.04.2021 issued by Director Principal GMCH, Sector 32, Chandigarh incortrialing the names of the candidates who were appointed as Clerk / Steno-Typist on direct Contract trial.

Exhibit 'W5' is copy of failure report memo No. 250 dated 14.02.2022 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh.

On 14.03.2023 the workman closed her evidence in affirmative.

7. On the other hand, the management examined MW1 Gurdeep Singh - Senior Assistant, GMCH, Sector 32, Chandigarh, who tendered his affidavit Exhibit 'MW1/A'. On 24.03.2023 Learned Law Officer closed evidence on behalf of the management.

8. I have heard arguments of Learned Representative for the workman and Learned Law Officer for the management and perused the judicial file. My issue-wise findings are as below:-

Issues No. 1 & 3 :-

9. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

10. Onus to prove issue No.1 is on the workman and onus to prove issue No.3 is on the management.

11. Workman Deepa Chaudhary examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity. AW1 supported her oral version with documents Exhibit 'W1' to Exhibit 'W5'.

12. On the other hand, management examined MW1 Gurdeep Singh - Senior Assistant, GMCH, Sector 32, Chandigarh who vide his affidavit Exhibit 'MW1/A' deposed that the appointment was purely on contract basis and as per Clause No.1 of the appointment letter i.e. TENURE:- the contract employment was for a period of six months further extendable on the basis of requirement of services and subject to the satisfactory work & conduct report of the appointee. Further as per condition No.9 of General Conditions of appointment letter, the contract appointment will not count as service and will not bestow upon the appointee any claim or right for regular appointment against any post in this institute. Since, the appointment was purely on contract basis as a stop gap arrangements for the emergency duties till the posts are filled on regular basis initially for six months, which was further extended from time to time on requirement basis, hence on filing up the said posts on regular basis by the Chandigarh Administration under Common Cadre System the existing

tenure of contractual appointment was terminated by the GMCH to enable to join the new incumbents appointed on regular basis. The existing / last term of the contract has been got approved from the Finance Department through Secretary Medical Education and Research and the said term was extended up to the period mentioned against each or till the regular incumbent joins, whichever is earlier on 'last come first go' policy. In view of the aspect of joining of regular incumbent in the Chandigarh Administration, it was not feasible for GMCH to draw two salaries against one post. Hence, the tenure of the appointment of the workman was terminated as per the terms & conditions of the extension letter. The vacancy of Clerk against which said employee was appointed on contract basis has been filled up on regular basis by the Chandigarh Administration under common cadre system. The workman was well known of the fact that her appointment was purely on contract basis as it was clearly mentioned in the advertisement as well as in the appointment orders. The workman joined after accepting the terms & condition of the appointment letter. After the six months of initial tenure of contractual appointment, the workman worked on extension / terms basis, which were extended upon the period of extension or till the regular incumbent joins, whichever is earlier on 'last come first go' policy basis.

13. From the oral as well documentary evidence led by the parties, it has come on record that there is no dispute between the parties with regard to the facts that GMCH issued an advertisement on 13.09.2009 for appointment as Clerks on a consolidated salary of ₹ 9,500/- per month on contractual basis for a period of six months. Further there is no dispute between the parties with regard to the fact that qualification for appointment as a Clerk was Bachelor's Degree and proficiency in operation of Computer (word processing and spreadsheets) and typing speed of 30 words per minute in English and last date for submitting the application was 12.10.2009. Further the facts remained undisputed between the parties that the workman applied for the post of Clerk and had appeared for typing test and was called for interview on 14.01.2010 vide interview letter dated 06.01.2010 / Exhibit 'W1'. Further, there is no dispute between the parties with regard to the facts that the workman was selected and appointed as Clerk on contract basis and public notice / Exhibit 'W2' to this effect was published in The Tribune on 22.01.2010 and thereafter appointment order dated 20.01.2010 / Exhibit 'W3' was issued to the workman. Learned Law Officer for the management failed to controvert the fact that on the basis of educational qualifications, typing test, performance in the interview and on the recommendations of the Selection Committee, the workman was selected to the post of Clerk. MW1 Gurdeep Singh when put to cross-examination admitted as correct that all the procedure has been followed by the management before issuing the advertisement of posts in the newspaper. MW1 further stated that typing test of candidates was taken and those who qualified the typing test were called for interview. MW1 admitted as correct that the workman had been selected against the sanctioned post. The workman has also not disputed the fact that she was engaged on contractual post for a period of six months, which was renewed after every six months. In this regard, AW1 Deepa Chaudhary in her cross-examination admitted as correct that initially she was engaged on contractual post for a period of six months. AW1 in her cross-examination further stated that her contractual appointment was renewed after every six months.

14. From the above stated facts and version of MW1 and AW1, it is duly proved on record that the workman applied for the post of Clerk in response to advertisement issued by the management and after qualifying the typing test she appeared before the Selection Committee for interview. The workman was selected to the post of Clerk and joined services with the management on 05.02.2010 on the basis of appointment order dated 20.01.2010 / Exhibit 'W3'. The services of the workman were terminated on 09.04.2021 vide order Exhibit 'W4'. The management has not disputed the fact that the workman worked with the management for about 11 years against the sanctioned post of Clerk.

15. The workman has not disputed the fact that her services were purely contractual in nature. The dispute is confined to the legality of termination order Exhibit 'W4'. The Learned Law Officer has argued that since the services of the workman was contractual in nature and this fact was known to her since her joining

on the basis of appointment letter Exhibit 'W3'. In the appointment letter Exhibit 'W3', under head 'Tenure', it is specifically mentioned that this appointment is purely on contract basis. The tenure of the contract appointment is initially for a period of six months, which is further extendable on the basis of requirement of services and subject to the satisfactory work & conduct report of the appointee or till the regular incumbent joins whichever is earlier. Learned Law Officer laid much stress upon the fact that all the sanctioned posts of the clerical staff of the management have merged with the common cadre of the Chandigarh Administration and the regular incumbent has joined at the place of workman, therefore, the termination of the workman is as per the condition incorporated in appointment letter Exhibit 'W3'. To support his contention Learned Law Officer referred cross-examination of MW1 Gurdeep Singh wherein he voluntarily stated that in their appointment letter it is mentioned that when the regular employee will join, they will be relieved from the duties. MW1 Gurdeep Singh in his cross-examination further stated that all the sanctioned posts of the clerical staff of the management will merge with the common cadre of the Chandigarh Administration. Learned Law Officer further referred cross-examination of AW1 Deepa Chaudhary wherein she has stated that her services were terminated by the management on selection of regular incumbent. On the other hand, Learned Representative for the workman has argued that the workman has completed 240 days of statutory period of service in 12 calendar months preceding her termination. Thus, the workman fulfils the requirement of Section 25-B of the ID Act and once the workman fulfils the requirement of Section 25-B of the ID Act, the services of the workman cannot be terminated except in compliance with the conditions incorporated in Section 25-F of the ID Act. In the present case, the management failed to comply with any of the conditions incorporated in Section 25-F of the ID Act. To support his arguments, Learned Representative for the workman referred cross-examination of MW1 Gurdeep Singh, wherein he stated that no charge sheet was issued and no retrenchment compensation was paid to the workman before dispensing with his / her services. To my opinion, the arguments advanced by Learned Representative for the workman carries force as it is well settled law that where prerequisite for valid retrenchment as laid down in Section 25-F of the ID Act has not been complied with, retrenchment bringing about termination of service is ab-initio void. The relevant provisions of Section 25-F provides as under :—

"25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer until-

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

16. The careful scrutiny of the appointment letter Exhibit 'W3' would reveal that as per Clause 4 under head 'Tenure', the contract appointment can be terminated at any time (on either side) by giving one month's notice or by giving one month's salary, without assigning any reason or on account of failure to complete the period of contractual appointment to the satisfaction of the competent authority. Similarly, in case, the one month notice for resignation is not given, the appointee will have to deposit the salary for the period failing short of one month alongwith the resignation letter.

17. In the present case, the workman has not submitted any resignation but it is the management, who has terminated the services of the workman vide order dated 08.04.2021 / Exhibit 'W4' w.e.f. 09.04.2021

(A.N.), meaning thereby that the management has not issued to workman one month's prior notice mentioning the reasons of termination or did not offer to pay or paid salary in lieu of notice period, which is violative to provisions of Section 25-F of the ID Act. The judgments of Hon'ble Apex Court referred by Learned Representative for the workman reported in **1989 SCC (L&S) 565** titled as **Narotam Chopra Versus Presiding Officer, Labour Court & Others** and reported in **2010(3) SLR 248** titled as **Ramesh Kumar Versus State of Haryana**, are applicable to the facts of the present case to an extent.

18. The creation of common cadre by the Chandigarh Administration does not mean that the vacancies against the sanctioned post / posts is / are not in existence.

19. In view of the reasons recorded above, though it is proved that the appointment of the workman was on contractual basis against the sanctioned post but termination of services of the workman being violative to Section 25-F of the ID Act is illegal and therefore the same is hereby set aside.

20. Accordingly, issue No.1 is proved in favour of the workman and against the management. Issue No.3 being not disputed needs no adjudication and stands decided accordingly.

Issue No. 2 :

21. Onus to prove this issue is on the workman.

22. This issue is necessary consequence of the findings of issue No.1. Since, issue No.1 is proved in favour of the workman and the termination order being illegal is set aside, thus the workman is entitled to reinstatement with continuity of service and 50% back wages. However, the terms & conditions of the service of the workman shall remain the same as incorporated in appointment letter Exhibit 'W3'.

23. Accordingly, this issue is proved in favour of the workman and against the management.

Relief :

24. In the view of foregoing finding on the issues above, this industrial dispute is allowed and the workman is reinstated into service with continuity of service and 50% back wages. However, the terms & conditions of the service of the workman shall remain the same as incorporated in appointment letter Exhibit 'W3'. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 29.03. 2023.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 10th May, 2023

No. 71 Genl./XVII.3(6-G).—It is hereby notified for general information that the High Court of Punjab and Haryana at Chandigarh will remain closed from 3rd June, 2023 to 1st July 2023 (both days inclusive) for transacting Civil Business. However, the urgent petitions under Article 226 of the Constitution of India and other cases in which Hon'ble the Vacation Judge(s) is satisfied on account of the urgency, would be taken up during the aforesaid period. The Election Petitions or any other matter arising out of the Representation of People Act, 1951, shall also be entertained. The regular work of the Court would commence on Monday the 3rd July, 2023.

BY ORDER OF HON'BLE THE CHIEF JUSTICE

(Sd.) . . . ,

Assistant Registrar (General),
for Registrar General.

CHANGE OF NAME

I, Deepak Kumar, S/o Subash Gulati, R/o H. No. 691, Ground Floor, Sector 41-A, Chandigarh, have changed my name from Deepak Kumar to Deepak Gulati.

[499-1]

I, Robert, S/o Late Tarsem Masih, R/o H. No. 2223, Sector 20-C, Chandigarh, have changed my name Robert to Robert Masih.

[500-1]

I, Rajesh Kumar, R/o H. No. 244, Sector 46-A, Chandigarh, changed my minor daughter's name Angelina to Angelina Kumar.

[501-1]

I, Gurkirpal Singh, S/o S. Manmohan Singh, R/o # 364, Sector 20-A, Chandigarh, have changed the name of minor son from Navansh Gupta to Yuvraj Singh Grewal.

[502-1]

I, Ayushi, W/o Sahil Singla, R/o H. No. 1540, Sector 34-D, Chandigarh, changed my name Ayushi Singla.

[503-1]

I, Rajesh Kumar, S/o Late Sh. Ramashish Prasad, # 3006, G.F. Sector 44-D, Chandigarh, changed my son name from Ajitesh to Ajitesh Kumar.

[504-1]

I, Anil Kumar, S/o Nanak Chand, R/o 1625, Sector 51-B, ESIC Society, Chandigarh, have changed my name to Anil Kumar Kathuria.

[505-1]

I, Ashok Kumar, S/o Ram Lal, House No. 2, NAC Manimajra, Shivalik Enclave Manimajra, Chandigarh, have changed my name from Ashok Kumar to Ashok Bansal.

[506-1]

I, Shiv Narayan Tanti, S/o Dukhi Tanti, R/o H. No. 3374, First Floor, Sector 46-C, Chandigarh, have changed my name from Shiv Narayan Tanti to Shiv Narayan Tanti Suman.

[507-1]

I, Shahna Begum, W/o Mohd Idrish, # 1337, Sector 56, Palsora, Chandigarh, have changed my name to Farjana.

[508-1]

I, Govind, S/o Jamna Mukhiya, R/o # 2045, Small Flats, Dhanas, Chandigarh, hereby declare that in my education certificates my mother name wrongly mentioned as Rajmati which is incorrect, the correct name of my mother is Matiya devi instead of Rajmati for all purposes in future.

[509-1]

I, Anu Sethi, W/o Shri Kunal Arora, R/o # 98, Sector 38-A, Chandigarh, have changed my name from Anu Sethi to Anu Arora.

[510-1]

I, Madhu Bala *alias* Madhu, D/o Krishan Chand Sharma, W/o Ajay Kapila, # 258, Sector 23-A, Chandigarh, have changed my name to Madhu Kapila.

[511-1]

I, Kritika Sharma, W/o Sh. Rohit Sharma, # 85, Sector 15-A, Chandigarh, have changed my name Kritika Chhabra to Kritika Sharma.

[512-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."